



COMMUNITY FOUNDATION
of South Lake

AGREEMENT TO ESTABLISH

THE _____ SCHOLARSHIP FUND

(a scholarship endowment fund at The Community Foundation of South Lake County, Inc.)

THIS AGREEMENT (“Agreement”), made this ____ day of _____, (year) between _____ (the “Donor”) and Community Foundation of South Lake County, Inc., a Florida not for profit corporation and Community Foundation (the “Foundation”), having its principal office in the City of Clermont and State of Florida.

WITNESSETH:

WHEREAS, the Donor desires to create a scholarship fund for philanthropic purposes; and

WHEREAS, the Donor may transfer additional property for such purposes;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Donor hereby irrevocably assigns, conveys, transfers, and delivers to the Foundation the assets listed on **EXHIBIT A TO HAVE AND TO HOLD** the same and all income from the foregoing property, **NEVERTHELESS** as a scholarship fund of the Foundation, for the following uses and purposes and subject to the terms and conditions herein set forth. It is agreed and understood that the Fund (as defined below) will in all events be used and dedicated to a purpose permitted by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

FIRST: The fund hereby created shall be known as the _____ Scholarship Fund (the “Fund”).

SECOND: The Foundation shall hold, manage, invest and reinvest the Fund exclusively for general charitable uses and purposes in accordance with the rules from time to time adopted by the Foundation regarding the investment of and distribution from scholarship funds.

THIRD: The Donor desires that the Fund annually make scholarships to eligible students, the exact amount to be determined based on available monies in the Fund. Each year, the initiation of publicity for such scholarship(s) shall be subject to the condition that, prior to any such publicity, the Fund already has in it, or else the Donor has first provided the Fund with, sufficient monies to fund that year’s scholarships. [Following both the death of the Donor and

loss of contact with designated fund representatives, the Fund will retain its name as set forth above, and will become a field of interest fund within the Foundation supporting education and scholarships.]

FOURTH: To be eligible to receive a scholarship award from the Fund, the applicant must meet the eligibility criteria as set forth by the Donor or the Foundation. Each scholarship recipient must, at the time of application, be a U.S. citizen or permanent resident.

FIFTH: In selecting individuals to receive scholarships from the Fund, a scholarship advisory committee designated by the Foundation, will review applications and determine the students' compliance with the established eligibility criteria. The scholarship advisory committee will recommend the final recipient(s) to the Foundation's Board of Directors for final approval. Recommendations by the advisory committee will in each case be evaluated independently by the Foundation's staff and Board of Directors' Executive Committee to determine whether the recommendations are consistent with the purposes of the Foundation and the criteria established herein, and whether the recommendations meet the needs of the community as identified by the Board of Directors of the Foundation.

SIXTH: Grants from the Fund will not be made to pay dues for membership of an individual in an organization, purchase admission to charitable events, or to discharge or satisfy a legally enforceable obligation or personal pledge that has been made by the Donor or any other individual or organization.

SEVENTH: It is the practice of the Foundation to identify for grant recipients the specific fund or funds from which a grant is paid. In the case of grants from scholarship funds, grant recipients will be informed of distributions from such funds unless the Donor has specified to the contrary in writing.

EIGHTH: The Foundation shall receive a fee, which may be taken from the Fund, for reasonable and proper compensation for services and expenses rendered to, and incurred by, the Fund in accordance with the Foundation rules governing scholarship funds. The Fund shall each year transfer to the Foundation the fee as a contribution to the operating account of the Foundation. *[N.B.: Method for calculating fee and grant assessment depends on the endowment versus pass-through nature of the Fund.]*

NINTH: The fund is subject to the condition that the Foundation, as of the date of transfer, is classified in good standing by the Internal Revenue Service as an organization (i) described in Section 501(c)(3) of the Code and (ii) which is not a private foundation as defined in Section 509(a) of the Code.

TENTH: The Fund created by this Agreement shall be administered in and under the laws of the State of Florida, and this Agreement and the validity thereof shall be governed by and construed in accordance with the laws of the State of Florida.

ELEVENTH: The Board of Governors of the Foundation shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to specified

organizations if in the sole judgment of the Board of Governors (without the approval of any trustee, custodian or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served.

IN WITNESS WHEREOF, the Donor and the Foundation have executed this Agreement as of the date first above written.

DONOR:

[Name]

[Name]

FOUNDATION:

COMMUNITY FOUNDATION OF
SOUTH LAKE COUNTY, INC.

By: _____
Bruce Greer, Executive Director

EXHIBIT A

THE _____ SCHOLARSHIP FUND

_____ Dollars (\$_____) in cash or property has been contributed to the Fund.

DONOR:

[Name]

[Name]

FOUNDATION:

COMMUNITY FOUNDATION OF
SOUTH LAKE COUNTY, INC.

By: _____
Bruce Greer, Executive Director